

February 6, 2023

## VIA Overnight Mail

BWS Properties, LLC Attention: Jenny Nevans Post Office Box 272 Dayton, TN 37321

RE:

Industrial Building Lease effective June 1, 2022 ("Lease").

BWS Properties, LLC ("Landlord") Airgas USA, LLC ("Tenant")

700 Manufacturer's Road, Chattanooga, TN 37405 ("Premises")

Dear Ms. Nevans,

Pursuant to Section 1.10 of the Lease, this letter shall serve as notice to Landlord that Tenant elects to not renew the Lease. This letter satisfies the required ninety (90) days' notice and the Lease shall terminate on May 31, 2023 (the "Termination Date"). On the Termination Date, Tenant and Landlord acknowledge that Tenant shall surrender the Premises to Landlord pursuant to the terms of Section 20 of the Lease. Tenant shall also surrender all keys in its possession to the Landlord for the Premises. Notwithstanding the Lease terms, neither party shall have any further responsibility to each other regarding the Lease and/or the Premises after the Termination Date, and the parties hereby mutually release and discharge each other from any and all claims, liabilities, charges and obligations that exist or may have existed between them.

Please indicate your acknowledgement and agreement by executing below. Upon execution, please email a copy to <u>Dawn VanDyke@Airgas.com</u>

Sincerely,

Colin T. Donato CFO - South Division Airgas USA, LLC Acknowledged & Accepted:

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Date: 2.7-23

Ce: Evan A Allison

Miller & Martin PLLC

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